



## Summary of Benefits for SmartIDentity for Business

Merchants Information Solutions, Inc. (MIS) provides a cost effective data breach response planning solution for your member business (“Member Business” or “Business”) that can be expanded as the need arises to meet the increasing complexity of your growing business. The core benefits included in **SmartIDentity for Business** are listed below. Additional services are available at preferred pricing.

**Eligibility:** Businesses with no more than fifty (50) employee and three (3) business locations are eligible for SmartIDentity for Business. Contact Customer Service at 800-505-8440 if your business exceeds these limit and you have purchased, or would like to purchase, SmartIDentity for Business.

- Pre-Data Breach Services
  - ✓ Business Internet Credential Monitoring with email and SMS text alerts
  - ✓ Information Governance Self-Assessment Questionnaire available for viewing or download
  - ✓ Template Information Governance Policy available for viewing or download
  - ✓ Data Breach Event Checklist available for viewing or download
  - ✓ Quarterly cyber security and information governance training events
  - ✓ Quarterly email newsletter with valuable content about cyber security and risk issues
  - ✓ Flash email and SMS text alerts concerning immediate and emerging cyber threats
- Data Breach Response Planning and Notification Service
  - ✓ Benefits include Services for up to two (2) Data Breach events per 12 month period
  - ✓ Initial assessment to determine compliance and notification requirements based on the circumstances of the event
  - ✓ Recommended response plan including timeline and notice content
  - ✓ Fully Managed Identity Fraud Research, Remediation and Recovery services for a group of up to 5,000 Affected Consumer per Data Breach event
  - ✓ Optional mailing and address management services available at preferred pricing
  - ✓ Optional call center services available at preferred pricing
- Employee Benefit – Fully Managed Identity Fraud Research, Remediation and Recovery services for employees, owners and directors as well as their eligible family members provided by a professionally trained and certified Recovery Advocate.
- Optional live and on-site services for consulting, training, managed network services and pre and post event consultation, investigation and forensic analysis at preferred pricing

**THESE DATA BREACH RESPONSE PLANNING AND NOTIFICATION SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT FOR THE PURPOSE OF PROVIDING LEGAL ADVICE.** Interaction with MIS or use of materials and/or information provided by MIS does not create an attorney-client relationship between the MIS and the Member Business. **THE MEMBER BUSINESS SHOULD OBTAIN THE ADVICE OF LEGAL COUNSEL WITH RESPECT TO THESE ISSUES.** MIS relies on information provided by the Member Business to develop and deliver the Services and inaccuracy in the information provided by the Member Business may result in errors in the Services.

# Terms and Conditions

**Please read the Terms and Conditions carefully.  
Please call Merchants Information Solutions, Inc., Customer Service (800-505-8440)  
if you have any questions**

**"Business"** for the purposes of this agreement is defined as a privately held proprietorship, partnership, limited partnership, limited liability company, corporation or other legal business entity properly organized under the laws of the state of its organization.

**"Account Administrator"** is an individual who has been properly authorized by the Business to provide information and direction to MIS and authorize transactions on behalf of the Business as may be required by MIS to fulfill the Services. MIS will act on behalf of the Plan Member only by authorization from a Account Administrator, who will also be required to provide information to MIS necessary to fulfill the Services.

**"Member Business"** means a Business that has elected to purchase the Services or has otherwise been provided the Services by the sponsoring organization.

These Terms and Conditions ("Terms and Conditions") apply to all transactions between the Member Business and you as the account administrator ("Account Administrator") acting on behalf of the Member Business and for your personal benefit, and MIS, including, without limitation, your access to and use of the website and any information and resources available therein ("Website"), all transactions conducted through the Website, and your purchase as Account Administrator on behalf of the Member Business of identity theft services and products offered by MIS (individually and collectively, the "Services").

MIS relies on information provided by Member Business to develop and deliver Services and inaccuracy in the information provided by Member Business may result in errors in the Services.

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The Website is intended for users who are eighteen (18) years of age or older. Services are only available to Businesses operating within the United States and its territories. MIS will only provide Services in conjunction with agencies and institutions in the United States, or territories where U.S. law applies ("Territory"). By using the Website, you represent and warrant that you are eighteen (18) years of age or older, that you are a resident of the United States, that you are authorized by the Member Business to manage and access Services on behalf of the Member Business, and that you and the Member Business agree to abide by these Terms and Conditions.

## Acceptance of Terms and Conditions

By using or visiting the Website you, as the Account Administrator acting on behalf of the Member Business and for your personal benefit, signify your agreement to be bound by these Terms and Conditions, MIS' Privacy Policy, incorporated herein by reference and available on the Website, and all laws and regulations applicable to the Services and information offered by MIS, whether or not you create an account, register as a member or purchase Services. MIS may, in its sole discretion, modify these Terms and Conditions from time to time and such modified Terms and Conditions shall supersede any prior versions of the Terms and Conditions. Your continued use of the Website and/or purchase of Services on behalf of the Member Business constitute your acceptance of such modifications and your subsequent use of the Website and Services shall be governed by the latest version of the Terms and Conditions. The Terms and Conditions are effective until terminated by MIS. In the event of termination, the MIS Intellectual Property, Disclaimer of Warranty; Limitations of Liability and Indemnification provisions set forth in these Terms and Conditions shall survive. MIS will post modifications to the Terms and Conditions on this page and indicate the date of the most recent modification at the top of the page.

MIS shall not be obligated or responsible to provide the Services for any request based on: (i) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you or by any owner, officer or director of the Member Business; (ii) losses, damages or expenses arising out of any business pursuits; (iii) losses, damages or expenses that were incurred or commenced prior to the effective date of the Services.

Services are only available to Businesses established under the laws of the United States and its territories and to consumers who are residents of the United States and its territories. MIS will only provide Services in conjunction with agencies and institutions in the United States, or territories where U.S. law applies ("Territory").

Eligibility for Services to the Member Business is based on Data Breach events that are discovered or first known to a Member Business and reported to MIS during the benefit period. Data Breach events that are discovered or first known to a Member Business prior to their benefit period are not eligible for Services under this Agreement.

Eligibility for Services to Affected Consumers is based on ID Theft events that are discovered or first known to the Affected Consumer and reported to MIS during the Term and within one year from the date the Affected Consumer is identified to MIS as part of a Data Breach declared by a Member Business. ID Theft events that are discovered or first known to Affected Consumers prior to the Data Breach event are not eligible for Services under this Agreement.

**IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE OR ORDER OR USE ANY SERVICES.**

### **When Services Start**

Benefits for the Member Business begin on the effective date stated in a written confirmation of your order delivered to you by MIS or your sponsoring organization.

### **When Services End**

The benefit period for the Member Business, including, without limitation, any renewal terms, if applicable, will be stated in a written confirmation of your order delivered to you by MIS or your sponsoring organization.

## **Description of Services**

### **What is a Data Breach event?**

A Data Breach event is an unauthorized or unintentional exposure, disclosure, theft or loss of sensitive, personally identifiable information relating to employees, customers, clients or other individuals that is collected, stored or otherwise used by a business.

Most states and the federal government have enacted legislation that dictate how a business must respond in the event of a Data Breach, within what time frame and in what manner, and may require the business to provide notice to the affected consumers. There can be fines and penalties imposed by these agencies if the business fails to meet these requirements which vary from state to state. In addition, a business can be subject to significant risk of civil litigation and even class action suits from the affected consumers as well as banks and other businesses that may also have been affected by the event.

### **What is a personal identity theft event?**

An identity theft event is the theft of personal identification, Social Security number, or other method of identifying an individual, including any personal information not generally available to the public, which has resulted or could reasonably be said to result, in the wrongful use of such information, including, but not limited to, stolen identity events occurring on or arising out of use of the Internet.

### **Data Breach Response Planning and Notification Services**

SmartIDentity for Business provides complete breach response planning with an execution timeline including a careful review of state and federal compliance requirements for up to two (2) Data Breach events per 12 month

period. Services for more than two events may be purchased at a preferred rate. Also provided are recommended content and deliver requirements for consumer and regulator notification at the federal level and on a state by state basis, employee talking points and call center scripting.

### **Fully Managed ID Theft Recovery Services for up to 5,000 Affected Consumers**

SmartIDentity for Business includes ID Theft victim recovery services for an affected group of up to 5,000 consumers per Data Breach event whose sensitive information may have been compromised (Affected Consumer) in a Data Breach event. A professional Recovery Advocate handles the research, documentation and legwork on behalf of the victim to resolve both financial and non-financial identity fraud. Recovery services for larger events affecting more than 5,000 consumers are available at preferred rates.

If, for any reason, an Affected Consumer is a victim of identity theft within the term of the program, a professional Recovery Advocate will manage the recovery process with a goal to restore their name and credit to pre-event status. MIS will handle the follow-up, paperwork, and phone calls on their behalf, through a limited power of attorney authorization. Once an identity theft event is reported, the following actions will be taken to manage their recovery:

1. The victim will be assigned a Recovery Advocate, who will work with them to perform the necessary actions to recover their name and credit history.
2. The victim will have direct access to their Recovery Advocate via phone, email and fax for the duration of the case and for 12 months thereafter.
3. The victim will be provided an Identity Care Account with free credit monitoring and access 24x7x365 to updates concerning the status of their Identity theft case.
4. The Recovery Advocate will immediately send them a Recovery Packet (if applicable) by email, fax or overnight delivery, with a limited power of attorney form, and instructions for immediate action to be taken.
5. Once the forms in the Recovery Packet are returned, the Recovery Advocate will perform any or all of the following actions:
  - a. Place fraud alerts at the three major credit bureaus
  - b. Provide copies of credit reports from all three credit bureaus and review the reports with them to identify fraudulent activity.
  - c. Assist in completing the official Identity Theft Affidavit from the Federal Trade Commission to establish their rights as a victim.
  - d. Contact the Social Security Administration, US Postal Service, Department of Motor Vehicles, among others, to reverse any wrongful information, transactions, or misuse of official documentation as applicable to the case.
  - e. Research and document any fraudulent transactions, false accounts, or contracts signed with creditors, banks, utility companies, leasing agents, medical facilities, etc., and follow up to make sure all wrongful activity is resolved and removed from credit files.
  - f. Work with local and federal law enforcement to try to stop the criminal(s) that are misusing the employee's name.
6. At the close of their case, their Recovery Advocate will provide confirmation of their return to pre-identity theft status.
7. The Recovery Advocate will provide post-recovery follow-up for 12 months as well as continue to provide free credit monitoring for the duration of that 12 month period.

### **Business Internet Credential Monitoring**

This is a unique, proactive monitoring service that scours thousands of internet, social media and black market sites for evidence that criminals have accessed your sensitive business information such as bank account numbers, debit/credit cards, purchase cards or your employer ID number to commit identity fraud against your business.

We provide continuous monitoring of up to 50 business credentials of your choice via a secure online portal, including bank and credit card account information. The service employs sophisticated search and data matching technology to detect compromise or misuse of your information. If your business information is found to be compromised, then an email alert is sent to you, urging you to log into your Identity Care Account for more details and providing you a chance to contact our Recovery Care Center for immediate assistance to investigate and take action to mitigate your potential loss.

## **Pre-Breach Tools and Services**

MIS provides effective tools for viewing and download to assist a business in assessing their preparedness for cyber threats and developing a working information governance policy. Tools are also available to help a business create an effective action plan to follow if a data breach should occur. Perhaps most importantly, quarterly training is offered to every Business Member to help prepare management and staff to understand, prevent and respond to cyber threats.

## **Employee Benefit Services**

SmartIDentity for Business provides fully managed identity fraud research, remediation and recovery services for up to 50 employees, owners and directors, and their eligible family members. A professional Recovery Advocate handles the research, documentation and legwork to resolve both financial and non-financial identity fraud. Each victim will be provided Services equal to the Fully Managed ID Theft Recovery Services for Affected Consumers described above.

Eligible family members include the employee, owner, director, his or her spouse or domestic partner, dependents through the age of 24 who have the same permanent address as the employee, and parents (mother or father) who have the same permanent address as the employee, or who are registered in a senior assisted living facility, skilled nursing home, hospice, or who have been deceased for twelve months or less.

## **Product Fees and Payment**

1. If the Member Business is paying for these benefits directly to the sponsoring organization, then the terms and conditions provided by the sponsoring organization will apply. If the Member Business is paying for these benefits directly to MIS, then the following terms will apply:
2. Charges - Based on your authorization on behalf of the Member Business, payments will be deducted from the credit card you provided on a monthly or annual frequency in the amount indicated. With sixty (60) days prior written notice to you at the email address on file for you as Account Administrator, MIS reserves the right to adjust the pricing. The Member Business is under no obligation to continue the program (see Cancellation below).
3. Cancellation - If you wish to cancel the plan on behalf of the Member Business, please call the customer service toll-free number: 800-505-8440. If the Member Business is paying monthly, the plan will be cancelled at the end of the month in which the cancellation request is received. The Member Business is responsible for making payment for the months during which benefits are in effect. If the Member Business has paid on an annual basis, the plan will be cancelled at the end of the month in which the cancellation request is received and we will refund any unused portion of the pre-discount monthly payment. If an Affected Consumer is currently receiving recovery services, the recovery will continue until the case has been resolved.
4. Lapse for Non-Payment - The Member Business may elect to pay for benefits on a monthly or annual basis. If payment is not received on the due date for the benefit period the Member Business elected, a notice of cancellation ("Notice of Cancellation") will be sent by email to the email address on file for you as Account Administrator each day for ten (10) days. If payment is not received within ten (10) days after the initial Notice of Cancellation is sent, the plan will be terminated, effective on the last day of the month for which payment has been made. If the Member Business is engaged in the recovery process, an attempt will be made to contact you as Account Administrator by phone in addition to the email Notice of Cancellation. Recovery and other Services will cease at the point at which the plan is terminated for non-

payment. If a consumer is engaged in the recovery process, the recovery process will continue until their case has been resolved.